

# **Exhibit 60**

## **Contract for Services between HE and HMMA**

**CONTRACT FOR SERVICES**

(Security Services)

between

**HYUNDAI MOTOR MANUFACTURING ALABAMA, LLC**

Hereinafter referred to as "HMMA"

and

**Hyundai AMCO America Inc.**

Hereinafter referred to as "Contractor"

February 4<sup>th</sup>, 2013

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Exhibit A	SERVICES
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This Contract for Services (herein the "Agreement"), is made and entered into as of the 4th day of February, 2013, by and between Hyundai Motor Manufacturing Alabama, LLC, a limited liability company ("HMMA"), and Hyundai AMCO America Inc, a corporation("Contractor").

WITNESSETH:

WHEREAS, HMMA owns and operates a state-of-the-art motor vehicle manufacturing facility (herein the "Project") on approximately 1,744 acres of land in Montgomery, Alabama (herein the "Site"); and

WHEREAS, HMMA desires to engage Contractor to perform services in connection with the Project, and Contractor desires to perform such services;

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, the parties hereto agree as follows:

Section 1. SERVICES:

Contractor agrees to furnish all necessary labor, materials, equipment, supplies and other items and to obtain all required permits and licenses to perform the services set forth on Exhibit A hereto (the "Services") at the location or locations designated by HMMA (a "Designated Location") in a professional, good and workmanlike manner. The scope of work included within the Services may be amended only by written directive from HMMA to Contractor. The Services shall be performed by qualified employees or subcontractors of Contractor in compliance with HMMA's requests and instructions at such times so as to not interfere with HMMA's business operations. The performance of the Services will be conducted so as to maintain the security of HMMA's property at all times. Contractor shall promptly correct all Services rejected by HMMA not in accord with this Agreement at its expense. Contractor shall be liable and responsible for all damages of every kind or nature to HMMA or HMMA's property arising from or relating to any acts, omissions, errors, or negligence of Contractor or its employees or subcontractors in the performance of the Services hereunder. Contractor shall furnish HMMA with evidence of all permits and licenses required to perform the Services.

Section 2. TERM/TERMINATION:

2.1 The term of this Agreement shall be for a period of two (2) years, commencing as of the February 4<sup>th</sup>, 2013 and terminating on February 3rd, 2015, with an optional third year at HMMA's discretion. HMMA may, however, terminate this Agreement or the Services at a particular Designated Location, in whole or in part, by providing thirty (30) days prior written notice, at any time and for any reason. Contractor agrees and acknowledges that compensation in the event of a termination under this section shall be strictly limited to the payment for services performed and expressly waives and releases any additional claims including, but not limited to, additional anticipated profits or fees.

2.2 HMMA may terminate this Agreement, or the Services at a particular Designated Location, immediately on written notice at any time (and Contractor shall not be entitled to any further payment hereunder) if Contractor is in breach of any provision of this Agreement.

Section 3. COMPENSATION AND PAYMENT:

Contractor shall perform the Services in accordance with the Fee Schedule for the Services attached hereto as Exhibit B (the "Fee Schedule"). The prices listed on the Fee Schedule shall include all costs to Contractor for every aspect of the Services including without limitation, materials, labor, equipment, testing, clean-up (including the disposal costs associated with packing and transport of materials), insurance, fees, taxes, travel, transportation, and import fees or duties.

Section 4. TAXES:

4.1 Under no circumstances will sales, use or other tax be added to the Agreement price. To the extent that Contractor, or any supplier of Contractor, is treated as a contractor under Alabama sales and use tax law with respect to this Agreement, HMMA will not pay or reimburse said Contractor, its Subcontractor and/or supplier, for any state

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or local sales, use and other taxes related to the Agreement. In all other circumstances, pursuant to HMMA's direct pay permit authority (Permit #952), neither Contractor nor any Subcontractor or supplier of Contractor shall include any allowance or amount for State of Alabama or local sales and use tax payment in calculating any payments due, by application for payment, change order or otherwise in connection with the performance of this Agreement and/or the provision of materials or equipment.

4.2 HMMA has been issued a Form STE-1 Sales and Use Tax Certificate of Exemption (Project Number 2002175001) for the Project. If the performance of the Services includes the purchase of tangible personal property that will be incorporated into the Project, then Contractor shall, and shall cause all of its suppliers to, submit an application for a Form STE-1 Sales and Use Tax Certificate of Exemption to the Alabama Department of Revenue, along with a written confirmation, to be provided by HMMA, stating that Contractor, and/or its suppliers, will be making purchases of tangible personal property to be incorporated into the Project. See Attachment 4.2 to this Agreement for more specific information regarding the tax abatement procedure.

4.3 In addition to any information contained in the Attachments to this Agreement, Contractor, and its suppliers, shall have the responsibility to become knowledgeable of and adhere to the rules and regulations of the State of Alabama regarding abatement of sales and use taxes.

4.4 In the event that it is subsequently determined that the Project is not entitled to the abatement of non-educational sales and use taxes, HMMA will reimburse Contractor for State of Alabama, Montgomery County and City of Montgomery sales and use tax assessed and paid by Contractor on a cost incurred basis.

4.5 HMMA is required to obtain correct taxpayer identification numbers from all non-corporate payees who receive payment for services, rents, royalties or interest that would be subject to IRS Form 1099 reporting. Twenty percent (20%) back-up tax withholding will be imposed on all Form 1099 reportable payments made to Contractor if Contractor fails to provide a correct taxpayer identification number.

4.6 Contractor shall defend, indemnify and hold HMMA harmless from and against all liability for all sales, use and other taxes which are imposed on or with respect to, or are measured by, the amounts expended by Contractor with respect to this Agreement, and the wages, salaries, and other remunerations paid to persons employed in connection with performance of this Agreement.

4.7 Subject to the provisions of this Agreement regarding the abatement of non-educational sales and use taxes granted to the Project, Contractor shall pay when due, all taxes (including, but not limited to local educational taxes), duties, fees and other assessments of whatever nature imposed by governmental authorities and applicable to the performance of this Agreement.

4.8 Contractor shall include in all of its contracts with its suppliers, a provision similar to this Section 4.

#### Section 5. INVOICES:

5.1 Contractor shall submit an invoice to HMMA for the Services within thirty (30) days of the end of the calendar month in which the Services were provided. All invoices shall include a summary of all Services performed at each Designated Location by Contractor's employees and subcontractors for the invoice period, with each invoice broken down by Designated Location, dates, tasks and hours of work. With each invoice, Contractor shall furnish evidence satisfactory to HMMA to support each element of measurement and/or cost. Contractor shall provide HMMA with any other documentation requested by HMMA to support the Services invoiced. Contractor agrees to furnish, if and when requested by HMMA, affidavits that all bills for materials and labor have been paid, such affidavits to be supported by receipted bills, if required by HMMA. Prior to final payment by HMMA, a release of liens and all claims is to be furnished to HMMA on forms satisfactory to HMMA together with any affidavits which may be required. HMMA reserves the right to pay any outstanding past due obligation of Contractor arising from the Services by check made payable jointly to Contractor and its vendors and subcontractors.

5.2 HMMA shall pay all invoices within thirty (30) days of receipt of such invoice for Services completed unless HMMA has notified Contractor in writing of a good faith dispute regarding part or all of an invoiced amount. In such case, HMMA and Contractor shall work together to resolve the dispute and HMMA shall pay Contractor the mutually agreed to amount upon resolution. HMMA shall be entitled to deduct from payment any amounts which Contractor owes HMMA in connection with the Services or this Agreement from any amounts HMMA owes Contractor.

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Section 6. REPRESENTATIONS AND WARRANTIES:

6.1 Contractor represents and warrants the following to HMMA as an inducement to HMMA to execute this Agreement, which representations and warranties shall survive any termination of this Agreement, and the final completion of the Services: (i) that it is financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Services and perform all obligations hereunder; (ii) that its execution of this Agreement and its performance thereof is within its duly authorized powers; (iii) that it is duly licensed to perform the Services and has all necessary licenses and permits needed to perform the Services; (iv) that it is validly existing under the laws of the state in which it is organized and is qualified under applicable law to do business in the State of Alabama; and (v) that it possesses a high level of experience and expertise in providing services such as the Services and it will perform the Services with care, skill and diligence of a service provider with such experience and expertise. Any Services not so performed or not in conformity herewith shall be corrected by Contractor at no cost to HMMA. If such deficiencies are not immediately corrected, HMMA may cause the same to be corrected for the account of Contractor. The above-described remedy is in addition to any other remedies, in law or equity, available to HMMA.

6.2 Contractor represents and warrants to HMMA that all financial reports and other information previously provided to HMMA in connection with the negotiation of this Agreement were true, complete and accurate when furnished and remain true, complete and accurate. Upon written request from HMMA, Contractor will deliver to HMMA copies of its most recent income statements and balance sheets, which shall be prepared by an independent certified public accountant, together with any other information that HMMA may reasonably require regarding Contractor's financial condition.

6.3 Contractor expressly represents and warrants to HMMA that the Services performed by Contractor, and all materials and equipment used by Contractor in the performance of the Services, hereunder shall be free of silicone and silicone contamination. THUS ALL SERVICES SHALL BE COMPLETELY FREE OF SILICONE AND ABSOLUTELY NO SILICONE OR SILICONE-CONTAINING EQUIPMENT, MATERIALS OR LUBRICANTS ARE TO BE USED BY CONTRACTOR IN ANY MANNER IN CONNECTION WITH CONTRACTOR'S SERVICES.

6.4 Contractor represents and warrants to HMMA that it will perform background checks on all of its employees and subcontractors and will comply fully with HMMA's Supplier/Contractor Badge Policy, which is attached hereto as Attachment 6.4, including all employees of any subcontractors utilized by Contractor. Contractor agrees that it shall not employ any employees or subcontract to any subcontractors whose presence on HMMA's property is objected to by HMMA.

6.5 HMMA is committed to the inclusion of Minority-Owned Business Enterprises ("MBE") and Women-Owned Business Enterprises ("WBE") subcontractors on its Project. Contractor agrees to include both MBE and WBE as subcontractors for the performance of the Services, to the extent reasonably practicable. Contractor shall use its reasonable best efforts to have a minimum MBE participation equivalent to fifteen percent (15%) of the contract price, and a minimum WBE participation equivalent to five percent (5%) of the contract price. If Contractor does not meet these minimum requirements, it shall demonstrate to HMMA the efforts that were made to achieve these minimum participation levels. MBE and WBE who are subcontractors and suppliers shall be certified to by the National Minority Supplier Development Council (NMSDC) and its regional affiliate councils or some other certifying agency approved by HMMA. HMMA shall have the right to approve any MBE or WBE. If HMMA does not approve, Contractor shall provide a suitable replacement subcontractor or supplier without cost to HMMA.

6.6 Contractor represents and warrants to HMMA that local (Alabama) contractors and subcontractors, including suppliers of materials and services, and local (Alabama) labor forces will be utilized by Contractor in the performance of the Services to the maximum extent possible. Contractor further represents and warrants that all employees assigned to work on the Project, including those of its subcontractors, shall have all legal, valid, and appropriate work documentation, including visas, required for the performance of the Services. Contractor further agrees to utilize the E-Verify program provided by the federal government to ensure that all workers assigned to the Project are legally authorized to work in the United States.

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Section 7. CONFIDENTIALITY:

7.1 Contractor shall keep confidential all information, drawings, specifications and technical data furnished or supplied by HMMA in connection with this Agreement. All such information shall remain the sole property of HMMA, and shall not be copied or otherwise reproduced or used by Contractor in any way except in connection with performance hereunder, or disclosed to third parties or used in any manner detrimental to the interests of HMMA. Upon completion, termination, or cancellation of this Agreement, Contractor shall promptly return to HMMA, upon request, all information furnished by HMMA in connection with the performance of this Agreement.

7.2 Contractor shall not, without obtaining the prior written consent of HMMA, advertise or publish the fact that Contractor has contracted to provide the Services to HMMA.

Section 8. INDEMNITY AND CONTRACTOR'S LIABILITY FOR DAMAGES AND DOWNTIME:

8.1 Except as otherwise prohibited by applicable law, Contractor shall indemnify, defend, and hold HMMA harmless from all claims, actions, causes of action, suits, damages, losses, costs, liabilities, and expenses of any kind or nature (including but not limited to attorneys' fees) relating to Contractor's or its employees', agents, invitees or subcontractors' breach of this Agreement, negligence, intentional misconduct, and/or performance or non-performance of the Services, including but not limited to damage to HMMA's property or the property of others and injuries to, or death of, persons.

8.2 Contractor shall be fully responsible for, and shall fully reimburse Owner for, all damages, costs and expenses of every kind or nature incurred by Owner, including, without limitation, direct, indirect, special, incidental and consequential damages, caused by Contractor or anyone working for or on behalf of Contractor, including, but not limited to, damages to equipment or property of Owner and damages resulting from production interruptions, slowdowns or stoppages caused by Contractor or anyone working for or on behalf of Contractor. Any damages, costs, losses or expenses in connection hereto shall be, in Owner's discretion either offset against any amounts otherwise due and owing to Contractor for its Services, or charged separately to Contractor, or both.

Section 9. INSURANCE:

9.1 Insurance to be Provided by Contractor.

9.1.1 Without limiting any of the other obligations or liabilities of the Contractor under this Agreement, Contractor will at all times until all its obligations hereunder have been fully discharged, carry and continuously maintain at its own expense, or cause to be carried and continuously maintained, at least the minimum insurance coverage set forth in this Section 9, in each case with insurance companies of recognized responsibility and with terms and conditions acceptable to HMMA.

9.1.2 Insurance carried in accordance with this Section 9 shall, to the extent of the indemnities set forth in Section 8, be endorsed to provide that HMMA shall be included as an additional insured (except for Workers' Compensation and Employer's Liability insurance and, if applicable, Railroad Protective Liability and Professional Liability) with the understanding that any obligation imposed upon the insured (including the liability to pay premiums) shall be the sole obligation of Contractor and not that of HMMA. Inasmuch as such insurance is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exceptions of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.

9.1.3 With respect to all insurance maintained by Contractor hereunder, (A) the interests of HMMA and Contractor shall not be invalidated by any action or inaction of any other person, and Contractor and HMMA shall be insured regardless of any breach or violation by the Contractor or any other person of any warranties, declarations or conditions contained in such policies; (B) all deductibles shall be in amounts acceptable to HMMA but shall be paid by Contractor; (C) the insurers thereunder shall waive all rights of subrogation against Contractor and HMMA, any right of set-off and counterclaim and any other right to deduction whether by attachment or otherwise; (D) such insurance shall be primary without right of contribution of any other insurance or self-insurance carried by or on behalf of Contractor or HMMA with respect to their interests in the Services or the Project; and (E) if such insurance is cancelled by the insurer for any reason whatsoever (including nonpayment of premium) or any substantial change is made in the coverage that affects the interests of Contractor and HMMA, such insurance shall nonetheless remain effective for thirty (30) days (including for nonpayment of premium) after receipt of written notice to HMMA sent by registered mail from such insurer of such cancellation or change.

9.1.4 During the life of this Agreement and for such additional time as may be required, Contractor will provide, pay for, and maintain the insurance outlined below covering Contractor's activities and those of any of Contractor's subcontractors or suppliers to whatever tier.

(1) Workers' Compensation and Employer's Liability:

- (a) Workers' compensation insurance in accordance with applicable law providing statutory limits of coverage.
- (b) Employer's liability insurance with a minimum limit of \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.
- (c) Voluntary Compensation endorsement

(2) Commercial General Liability: Commercial general liability insurance covering Contractor against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will identify HMMA as an additional insured, operate as primary insurance with no contribution from any insurance or self-insurance maintained by HMMA, and will have these minimum limits and coverage:

Minimum limits: \$1,000,000 each occurrence  
 \$2,000,000 general aggregate  
 \$1,000,000 personal & advertising injury  
 \$2,000,000 products and completed operations aggregate

Coverages:

- 1) 1986 (or later) ISO commercial general liability form (occurrence form)
- 2) Products and completed operations coverage maintained for at least three (3) years following final acceptance of the Services by HMMA
- 3) Explosion, collapse and underground coverage (included in 1993 ISO form)
- 4) Broad Form Contractual
- 5) Fellow Employee Coverage
- 6) Broad Form Property Damage

(3) Automobile Liability: Business auto liability insurance covering liability arising out of any auto (including owned, hired, and non-owned autos) with a combined single limit of liability of \$1,000,000 per occurrence for bodily injury and property damage. Such insurance will identify HMMA as an additional insured and operate as primary insurance with no contribution from any insurance or self-insurance maintained by HMMA.

(4) Umbrella/Excess Liability: Umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described above in subsections (1) for employer's liability, (2) for commercial general liability and (3) for business auto liability. Such insurance will identify HMMA as an additional insured, provide blanket contractual liability coverage, and will operate as primary insurance with no contribution as respects any insurance or self-insurance maintained by HMMA. Minimum limits of liability will be \$5,000,000 per occurrence and annual aggregate.

(5) Railroad Protective Liability: Railroad protective liability insurance when the Services to be performed are within fifty (50) feet of a railroad or affects any railroad property including but not limited to tracks, bridges, tunnels, and switches. The limit of coverage will not be less than \$3,000,000 each occurrence/\$6,000,000 aggregate.

(6) Professional Liability: If required by HMMA, Contractor will purchase and maintain professional liability insurance with terms and limits acceptable to HMMA for each claim and annual aggregate. Coverage will have a retroactive date prior to the beginning of the Services and will have an extended reporting period of thirty-six (36) months after final acceptance of the Services by HMMA.

9.1.5 Certificates of Insurance: Before starting the Services, Contractor will give HMMA certificates of insurance satisfactory in form to HMMA evidencing that the above insurance is in effect and that no less than thirty (30) days advance written notice will be given to HMMA prior to any cancellation or restrictive modification of the coverage.

9.1.6 Waiver of Subrogation: All insurance policies in any way related to the Services and secured and maintained by Contractor will waive all rights of recovery, under subrogation or otherwise, against HMMA, its design professionals, its construction manager, the project contractors and all tiers of consultants engaged by HMMA. Contractor will require its suppliers, to whatever tier, by appropriate written agreements, to give similar waivers each in favor of all parties enumerated in this section.

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9.1.7 Cooperation: Contractor agrees to fully cooperate and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the insurance required here or performing certificate tracking, in all areas of safety, insurance program administration, claim reporting and investigation, and audit procedures.

9.2 Unless otherwise agreed by HMMA, the Contractor shall include in each subcontract and purchase agreement it enters into provisions and insurance requirements not less favorable to HMMA than those contained in this Section 9 except that "Contractor" will be substituted for "HMMA" and "subcontractor" or "supplier" will be substituted for "Contractor." All such subcontractors and suppliers shall be required to provide certificates of insurance to HMMA evidencing such insurance requirements before being admitted on HMMA's Site. Contractor agrees that if for any reason a lower tier subcontractor or supplier fails to procure and maintain insurance as required, all such required insurance shall be procured and maintained by the Contractor at the Contractor's expense.

#### Section 10. COMPLIANCE WITH LAWS AND RULES:

10.1 All Services provided hereunder shall comply with all applicable federal, state and local codes, laws, regulations, standards, and ordinances, including without limitation all federal and state laws and regulations pertaining thereto regarding discrimination in employment, including Title VII of the Civil Rights Act of 1964, as amended, and Executive Orders No. 11246 and 11375 which are incorporated herein by reference, and Contractor agrees to save HMMA harmless from and against any and all liabilities, liens, claims, costs, losses, expenses, and judgments arising from or based on any actual or asserted violation by the Contractor. Contractor shall hold HMMA harmless from all fines, costs of compliance and other costs resulting from noncompliance under this Section 10.

10.2 Contractor shall initiate and maintain such permits and programs as may be necessary to comply with requirements set forth by the Occupational Safety and Health Administration (OSHA) and any other local, state and federal regulations. A copy of all permits shall be provided to HMMA prior to commencement of Services. If OSHA permits are not required to perform the Services, a letter shall be submitted by Contractor to HMMA prior to commencement of Services stating that no permits are required.

10.3 Contractor shall comply with the safety rules, regulations, policies and programs of the HMMA as may be implemented from time to time by the HMMA, if any. Contractor shall comply with all work rules and regulations set forth in this Agreement and the accompanying documents including, without limitation, the Site Environmental Safety and Health Program Requirements attached hereto as Attachment 10.3(1) and HMMA's Drug and Alcohol Policy attached hereto as Attachment 10.3(2).

10.4 Contractor, and all those working for or on behalf of Contractor, shall comply with HMMA's rules for business invitees on the premises, including those pertaining to safety, plant protection, security, identification, and the operation and parking of vehicles. Contractor agrees to promptly remove from Owner's premises any workers who fail or refuse to comply with Owner's rules for business invitees and replace them at Contractor's sole cost and expense.

#### Section 11. HAZARDOUS MATERIALS AND MATERIAL SAFETY DATA:

11.1 Contractor agrees to comply with all applicable Federal OSHA Hazard Communication Standards 29 CFR 1926.59 and 29 CFR 1910.1200, which require that manufacturers, importers and distributors properly label all containers of hazardous materials or components and furnish a Material Safety Data Sheet (MSDS) for each hazardous material supplied.

11.2 One (1) copy of the related MSDS must be provided with each shipment of any hazardous material. Failure to provide the MSDS or proper labeling on the container(s) is a violation of Federal regulations and may result in the rejection of the shipment. Contractor shall be responsible for all shipping charges related thereto.

11.3 Revised MSDSs must be submitted to HMMA or its designated agent when there is a change in composition or when significant new information concerning hazards or ways to protect against hazards becomes known.

11.4 All information spaces on the MSDS must be completed. Do not use "N/A" in any block – use the terms "Not Applicable" or "No Information Available" if necessary. Contractor's name, HMMA's contract and line item number must be entered at the top of the MSDS.

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11.5 HMMA has the right to use, duplicate, and disclose the data on the MSDSs.

11.6 Neither the requirements of this clause nor any act by HMMA shall relieve the Contractor of any responsibility or liability for the safety of HMMA's personnel or property.

Section 12. PROPRIETARY PROTECTION:

Contractor will, at its sole expense, indemnify, defend, and hold harmless HMMA from and against all claims, damages, costs and liabilities incurred by HMMA or awarded in any proceeding brought against HMMA, its employees, agents, or customers, in which it is claimed that the performance or use of any of the Services furnished by Contractor hereunder constitutes an infringement of any patent or other proprietary information right.

Section 13. ACCOUNTING AND AUDIT:

Contractor shall maintain accurate and complete accounting records and vouchers in support of all costs billings to HMMA in accordance with generally accepted accounting principles and practices. HMMA, or its representative, shall have the right at the reasonable time to examine and audit the records, vouchers, and their source documents which serve as the basis for compensation, other than compensation which is a fixed amount, such as a fixed price or fixed fee. Said records shall be available for three years after delivery of the Services for HMMA's inspection and audit. Contractor shall furnish such reasonable breakdown of the price, as may be requested by HMMA to satisfy governmental auditing requirements.

Section 14. CLAIMS:

Contractor shall give HMMA written notice within five (5) working days after the happening of any event which Contractor believes may give rise to a claim for an increase in the amount owed to Contractor or in the scheduled time for performance of the Services or any other relief with respect to the terms of the Agreement. Within ten (10) working days after the happening of such event, Contractor shall supply HMMA with a statement supporting its claim, which statement shall include Contractor's detailed estimate of the adjustment in the amount owed and/or scheduled time occasioned thereby and the circumstances requiring the adjustment requested in the claim necessitated by said condition or event. HMMA shall not be bound to any adjustments for Contractor's claim unless expressly agreed to by HMMA in writing. The parties shall negotiate in good faith to reach an agreement, but in no case shall Contractor stop performing the Services, except with HMMA's prior written consent. No claim hereunder by Contractor or its subcontractors related to Services performed at a Designated Location shall be allowed if asserted after final payment for that Designated Location under this Agreement. Contractor's remedies are limited to those expressly set forth in this Agreement.

Section 15. LIMITATION OF LIABILITY:

To the extent permitted by applicable law, HMMA shall not be liable to Contractor in contract, tort or otherwise (including negligence, warranty or strict liability) for any incidental, indirect or consequential damages arising out of or in connection with or resulting from this Agreement and/or the Services.

Section 16. LIENS:

To the full extent permitted by applicable law, Contractor hereby waives and releases any and all rights of mechanic's lien, materialmen's lien, laborer's lien and similar rights for payment for services, labor, equipment, or materials furnished by Contractor which Contractor may have against HMMA's premises or property belonging to HMMA or its agents. Contractor shall at all times promptly pay for all services, materials, equipment and labor used or furnished by it in the performance of the Services under this Agreement and shall at its expense keep all property belonging to HMMA free and clear of any and all laborers', mechanics', materialmens' or other liens and rights of lien. If Contractor fails to release and discharge any such claim of lien against HMMA's premises or the property of HMMA arising out of performance of the Services within five (5) working days after receipt of written notice from HMMA to remove such claim of lien, HMMA may, at its option, discharge or release the claim of lien or otherwise deal with the lien claimant, and Contractor shall pay HMMA any and all costs and expenses of HMMA in so doing, including reasonable attorney's fees incurred by HMMA. Contractor agrees to execute such affidavits,

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lien waivers and similar documents as may be required by HMMA incident to the making of payments to Contractor under this Agreement.

Section 17. PROTECTION OF WORK AND RISK OF LOSS:

Contractor shall at all times preserve and protect the material and equipment it uses in the performance of the Services from damage or loss. HMMA shall not be responsible for any loss suffered by Contractor or damage to the material and equipment utilized and provided by Contractor in the course of providing the Services or damage to materials, tools and equipment of Contractor or of any other contractor, and Contractor assumes responsibility for any such loss or damage and for any cost of repairing, making good, or replacing any such loss or damage. Contractor shall also, at its own expense, promptly repair, restore or replace any property of HMMA or any subcontractor, supplier or other contractors, which Contractor, or its subcontractors, may damage, destroy or lose.

Section 18. GOVERNING LAW AND VENUE:

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to the choice of law provisions therein. Contractor and HMMA consent and agree that any legal action or proceeding arising hereunder shall be brought in the Circuit Court of the State of Alabama in Montgomery County, or in the United States District Court for the Middle District of Alabama, and each assents and submits to the personal jurisdiction of any such courts in any such action or proceeding. HMMA, at its option, may also invoke binding and exclusive arbitration with respect to any dispute under this Agreement in Montgomery, Alabama under the American Arbitration Association's Commercial Arbitration Rules.

Section 19. WAIVER OF JURY TRIAL:

EACH OF THE PARTIES HERETO EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL OR COURT ACTION COMMENCED BY ANY OF THE PARTIES HERETO TO ENFORCE, COLLECT, DEFEND, ENJOIN, OR THAT OTHERWISE RELATES TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS HEREIN DESCRIBED. LIKEWISE, EACH PARTY HERETO WAIVES ANY RIGHT TO HAVE A JURY TRIAL IN ANY SUCH LEGAL OR COURT ACTION FOR ANY DEFENSE, CLAIM OF SET-OFF, CLAIM OF RECOUPMENT, COUNTERCLAIM OR THIRD PARTY ACTION ASSERTED OR RAISED IN ANY SUCH LEGAL OR COURT ACTION. ANY LEGAL OR COURT ACTION RELATING TO THIS AGREEMENT OR THE TRANSACTIONS HEREIN DESCRIBED SHALL BE TRIED EXCLUSIVELY TO A COURT WITHOUT A JURY. CONTRACTOR AND HMMA SPECIFICALLY ACKNOWLEDGE THAT THEIR EXECUTION OF THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT FOR THEIR ENTERING INTO THIS AGREEMENT.

Section 20. INDEPENDENT CONTRACTOR:

Neither Contractor nor its subcontractors, or the employees or agents of them, shall be deemed to be HMMA's employees or agents, it being understood that Contractor and its subcontractors are independent contractors for all purposes of this Agreement. Contractor shall be solely and wholly responsible for withholding or payment of all federal, state and local income and other payroll taxes with respect to its employees, including, contributions from them and required by law.

Section 21. FORCE MAJEURE:

Except as otherwise specifically set forth herein, in the event either party is unable to perform its duties under this Agreement for reasons beyond its reasonable control, including acts of God, acts of government or military authority, epidemics, war, terrorism, riots, or other similar causes which the party could not have reasonably foreseen or provided against ("force majeure"), the party so affected shall give immediate written notice to the other party within three (3) days of such event, with a description and estimated duration of said force majeure occurrence. The effects of said force majeure shall, so far as possible, be remedied with all reasonable dispatch, and said party giving notice shall use its best efforts to eliminate and mitigate the consequences thereof. The time for performance may, in HMMA's sole discretion, be extended for a period equal to the time performance is delayed by



said force majeure. Under no circumstances shall a labor dispute, strike, lockout or other work stoppage constitute a force majeure event.

Section 22. ASSIGNMENT:

The rights of Contractor under this Agreement may not be assigned and its obligations hereunder may not be delegated without the prior written consent of HMMA, which consent may be withheld for any reason. Notwithstanding the foregoing, this Agreement shall inure to the benefit of both HMMA's and Contractor's permitted successors and assigns.

Section 23. NO IMPLIED WAIVER:

HMMA's failure at any time to enforce, or its delay in the enforcement of, any provision of this Agreement or any right with respect thereto, or its failure to exercise any option herein provided, shall in no way be construed as a waiver of such provision, right, or option or affect the validity of this Agreement.

Section 24. AMENDMENTS:

No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless made in writing and signed by an authorized representative of both parties.

Section 25. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement of the parties with respect to the subject matter written, and shall supersede any and all prior agreements, express or implied, relating to part or all of the Services. No course of dealing, no usage of trade, and no course of performance shall supplement, explain, or amend any term, condition, or instruction of this Agreement.

Section 26. SEVERABILITY:

If one or more provisions hereof shall for any reason be held to be invalid and/or unenforceable, such invalidity and/or unenforceability shall not affect any other provision of this Agreement, and the parties shall replace such provision with equivalent provisions, the commercial effect of which shall be as similar as possible to the invalid/unenforceable provisions.

Section 27. NOTICES:

All notices, demands, requests or other communications given pursuant to this Agreement shall be given in writing and shall be deemed to have been given if delivered by hand, facsimile, certified mail or nationally recognized overnight delivery service, freight prepaid, effective upon receipt (or refusal to accept delivery) of such notice, demand, request or other communication. Notices to HMMA required under this Agreement shall be given as follows:

K. Y. Lee  
Director, Purchasing and Parts Development  
Hyundai Motor Manufacturing Alabama, LLC  
700 Hyundai Boulevard  
Montgomery, AL 36105  
Facsimile: (334) 387-8999

with a copy to:

Richard E. Neal  
Vice President Administration & General Counsel  
Hyundai Motor Manufacturing Alabama, LLC  
700 Hyundai Boulevard

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Montgomery, AL 36105  
Facsimile: (334) 387-8286

Notices to Contractor required under this Agreement shall be given as follows:

**Redacted**

Facsimile: ( ) -

Either HMMA or Contractor may amend or supplement its addresses for notice from time to time in the manner set forth in this paragraph.

Section 28. SUB-SUPPLIERS:

Nothing contained in this Agreement shall create any contractual relationship between the HMMA and any of Contractor's suppliers, nor shall the Agreement create any obligation on the part of HMMA to pay or see that payment is made of any sums to any of Contractor's suppliers.

Section 29. GRATUITIES:

Contractor warrants that it has not offered or given and will not offer or give to any employee, agent, or representative of HMMA any gratuity or any kickback within the meaning of the Anti-Kickback Act of 1986, or any successor statutes, with a view toward securing any business from HMMA or influencing such person with respect to the terms, conditions, or performance of any Agreement with or purchase Agreement from HMMA. Any breach of this warranty shall be a material breach of each and every Agreement between HMMA and Contractor.

Section 30. SET-OFF AND RECOUPMENT:

HMMA shall have the right to credit toward the payment of any monies that may become due Contractor hereunder, any amounts that may now or hereafter be owed to HMMA under this or any other Agreement or transaction between HMMA and Contractor.

Section 31. FOREIGN TRADE ZONE REGULATIONS:

Contractor understands and agrees that the Project and the Site have been designated a Foreign Trade Subzone (an "FTZ"). As such, all vehicles and persons entering or departing the FTZ are subject to HMMA's inspection, and Contractor may be required to provide a general inventory of any and all tools, equipment, materials or merchandise passing in or out of the FTZ during the course of the performance of the Services, but in particular, those items or equipment of a material nature such as compressors, welders, generators, etc. Contractor further agrees to strictly comply with all requirements of the Foreign Trade Zones Act (19 U.S.C. § 81a et seq.) and all rules, regulations, or laws of any kind relating to the Foreign Trade Zones Act which are now or hereafter prescribed by governmental authority.

Section 32. TIME:

Time is of the essence of this Agreement.

Section 33. SURVIVAL OF OBLIGATIONS:

Notwithstanding termination of this Agreement or HMMA's acceptance of the Services, any duty or obligation of Contractor which has not been fully observed, performed and/or discharged and any right, unconditional or conditional, which has been created for the benefit of HMMA and which has not been fully enjoyed, enforced and/or satisfied (including the duties, obligations and rights, if any, with respect to secrecy) shall survive such termination or acceptance until such duty or obligation has been fully observed, performed and/or discharged and such right has

been fully enjoyed, enforced and/or satisfied, including without limitation, the Sections entitled "Confidentiality," and "Indemnity."

Section 34. COUNTERPARTS:

This Agreement may be executed in counterparts by the parties, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

IN WITNESS HEREOF, HMMA and Contractor each cause this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

**Hyundai Motor Manufacturing Alabama, LLC**

**Contractor**

Signature: Warren Gappa

Name: Warren Gappa

Title: Purchasing Manager / HOD

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Redacted**

Project Manager

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Exhibit A  
SCOPE OF SERVICES

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Exhibit A  
Scope of Services

8/11/10

Prepared by	MOD	Coordinator	Vice Pres.	President
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>		
DEPT & DATE			FOR REPORT OR APPROVAL	

STATEMENT OF WORK

Hyundai Motor Manufacturing Alabama, LLC

"CONTRACT SECURITY SERVICES"

June 18, 2010

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SCOPE OF WORK

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**A. DESCRIPTION OF WORK**

Except as otherwise expressly provided herein, Contractor shall supply all management, supervision, labor, training, equipment, consumable office supply materials, performance audits, and other services necessary or incidental to fulfill all aspects of the contract to provide uniformed security services as herein outlined and specified.

**B. LOCATION OF WORK**

Contractor shall provide security services for the entire property of the HMMA automotive manufacturing facility located in Montgomery County Alabama including other on site suppliers and contractors such as but not limited to GLOVIS Alabama and GLOVIS America. The HMMA property is designated and operates as a Federal Foreign Trade Zone, subject to all regulations that might apply.

**C. PROJECTED STAFFING REQUIREMENTS**

Contractor shall provide sufficient security personnel and supervision to assure the protection of team members and property at HMMA. Schedule and manpower is subject change based on the business needs of HMMA. At a minimum, coverage will include posts and hours described in the attached table below:

Security Plan HMMA	Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday			Hrs/Wk
Position	1st	2nd	3rd	1st	2nd	3rd	1st	2nd	3rd	1st	2nd	3rd	1st	2nd	3rd	1st	2nd	3rd	1st	2nd	3rd	
Shift Supervisor	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
Security Admin Assistant 1	8			8			8			8			8									40
Security Admin Assistant 2	4			4			4			4			4									20
Security Admin Assistant 3		8			8			8			8			8								40
Security Admin Assistant 4			8			8			8			8			8							40
Communication Officer 1	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
Communication Officer 2	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
Rover Officer 1	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
Rover Officer 2	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
Rover Officer 3	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8							120
Building and Relief Officer 1	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
Building and Relief Officer 2	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
Gate 2 Turnstile Officer	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
Truck Gate 1 Officer	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8						8	128
Truck Gate 3 Officer 1	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8						8	128
Truck Gate 3 Officer 2	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
Main Entrance Officer	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8			8		8	144
Entrance 4 Officer	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
Admin Officer	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	168
Admin Receptionist 1	8	4		8	4		8	4		8	4		8	4								60
Admin Receptionist 2	8			8			8			8			8									40
Training Center Officer	8			8			8			8			8									40
Mall Room 1	8			8			8			8			8									40
Mall Room 2	8			8			8			8			8									40
<b>TOTALS</b>	<b>21</b>	<b>17</b>	<b>16</b>	<b>21</b>	<b>17</b>	<b>16</b>	<b>21</b>	<b>17</b>	<b>16</b>	<b>21</b>	<b>17</b>	<b>16</b>	<b>21</b>	<b>17</b>	<b>16</b>	<b>12</b>	<b>11</b>	<b>11</b>	<b>12</b>	<b>11</b>	<b>14</b>	<b>2728</b>

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## **D. SUMMARY OF SERVICES**

Contractor shall provide the following services as specified in more detail at a later time.

1. Continuous monitoring of designated posts.
2. Perform scheduled and unscheduled security inspections.
3. Direct and/or control access of product deliveries, motor carriers, service personnel, visitors, and HMMA employees.
4. Monitor and respond to facility life safety, fire, and security systems alarms.
5. Respond to emergency situations and render aid and assistance as specified and trained.
6. Assist in the prevention of damage, loss, and theft of HMMA property.
7. Enforcement of HMMA safety, fire, security, and logistics regulations and procedures.
8. Other safety, fire, and security related services necessary or incidental to the aforementioned services.
9. Retain officer training records and certifications consistent with HMMA Records Retention Policy. Provide to HMMA copies and/or access to these records to support the Business Management System model.

## **E. SPECIFICATIONS**

### **1. General**

- a. All security officers assigned to HMMA shall be unarmed.
- b. Contractor shall not use any security officer for more than 12 continuous hours, including those worked at another location, or with a turnaround of less than 10 hours.
- c. Contractor shall prepare a HMMA Post Orders Manual on general information, code of conduct, contractor minimum standards, and specific orders for the HMMA Posts for general and emergency procedures.
- d. Contractor shall immediately replace any security officer HMMA, in its sole discretion, may request to be replaced.
- e. Contractor shall provide daily, weekly, and monthly reports to HMMA Manager - Safety, Security, & Medical.

### **2. Minimum Standards**

- a. Qualifications of Security Officers
  1. Security officers must possess a valid state issued driver's license.
  2. Security Officers must possess a valid, State of Alabama, Security Officer's license/certificate/credential.
  3. Security officers must be able to use an on-line computer based security monitoring and logistics scanning system.
  4. Security officers must have the ability to read, understand, and apply printed rules, detailed orders, instructions, and training materials in English.

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5. Security officers must maintain poise and self-control under stress.
  6. Security officers must be able to construct and write clear, concise, accurate, and detailed reports.
  7. Security officers must not have been convicted of a felony crime or any misdemeanor involving moral turpitude or violence.
  8. Contractor shall assign only security officers who are able to perform the essential functions of the job with or without reasonable accommodations.
  9. Security officers shall be certified as drug free as determined by a pre-placement urine drug analysis or other testing satisfactory to HMMA, and shall repeat such testing and certification periodically upon request by HMMA at contractors cost.
  10. Security officers must be bonded.
  11. Background check must be performed on all security officers.
- b. Supervisory Staff
1. Must be able to meet all of the above requirements in section 2.a. and;
  2. Prior law enforcement experience or equivalent work experience
  3. Prior supervisory experience

**3. Training**

- a. The cost of training shall be borne by the Contractor unless any additional training required beyond the terms of this scope is requested by HMMA.
- b. Pre-Placement
1. All security officers shall be trained and certified in basic first aid & CPR.
  2. All security officers shall be trained, offered vaccinations, equipped, etc., as required by the OSHA Blood Borne Pathogens Standard for designated first aid responders.
  3. All security officers shall be trained in incipient fire suppression.
  4. All security officers shall be formally trained in accordance with the Contractor's standard training plan. Certification of satisfactory completion of the formal training of each security officer assigned to HMMA shall be furnished to HMMA prior to assignment.
  5. All security officers shall be trained on the HMMA facilities layout, electronic security systems, patrol tour stations, post orders, emergency procedures, etc. New hires shall be assigned to work with the shift supervisor on the shift assigned a minimum of 40 hours to accomplish this training. It is the Contractor's responsibility for maintaining a staff that is fully trained to ensure compliance with all the service requirements of the contract.
  6. All security officers shall be trained on HMMA Foreign Trade Zone operations and standards.
- c. In-Service

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1. Contractor shall schedule and conduct monthly training sessions (1-2 hours) for the purpose of reviewing general post orders and instructions of the Contractor and HMMA. Sessions should be supplemented with professional security officers training videos, etc.
  2. All gate security officers shall be trained on the proper data entry skills necessary to log, key, scan, and otherwise properly handle inbound material and parts arrival at HMMA.
  3. Promptly upon request of HMMA, Contractor shall also conduct training sessions to address specific procedures, deficiencies, etc., as specified by HMMA.
- d. Annual Refresher - Contractor shall conduct annual refresher training and re-certify such training for all security officers who have been working on HMMA premises for 12 months or more.
- e. Retain officer training records and certifications consistent with HMMA Records Retention Policy. Provide to HMMA copies and/or access to these records to support the Business Management System model.

**4. Supervision**

- a. General - Area management, site and shift supervision shall be provided by the Contractor to ensure security officers are performing duties as described and are meeting other standards set forth by the Contractor and HMMA.
- b. Site Director
1. The Contractor shall designate a site director who shall have the responsibility to manage, train, schedule, and assign security personnel to HMMA posts in accordance with the contract requirements.
  2. The site director shall be equipped with a cell phone and accessible at all times.
  3. The site supervisor shall be present at the site 40 hours per week, Monday-Friday, and at such other times to effectively supervise complete and effective delivery of services.
  4. The site director will be present to support special activities, investigations, and other duties that may arise in the context of the security leadership role above and beyond the 40 hour per week norm.
  5. The site director will perform other duties as outlines in section F.
- c. Shift Supervisors

1. The Contractor shall designate other shift supervisors for those shifts not directly supervised by the site supervisor, to ensure all post orders, instructions, etc., are followed.
- d. Unannounced Post Inspections
  1. The Contractor shall conduct unannounced post inspections primarily on the second and third shift as follows:  
Site Supervisor - weekly  
Area management - monthly

## **5. Uniforms**

- a. General - Unless otherwise specified, uniforms shall be worn at all times, by security officers while engaged in the performance of their duties.
- b. Uniforms shall be of the same color and style.
- c. Cloth patches shall be affixed on shirts, jackets, etc., to clearly identify Contractor.
- d. Name tags shall be issued to and worn by every employee of the Contractor assigned to HMMA.
- e. Plain black steel toed safety shoes with matching heels and soles must be worn.
- f. Cold weather uniforms to include individual jackets for all security officers shall be issued by the Contractor. Rainwear shall be issued by the Contractor and kept for general use at the assigned posts.
- g. In order to maintain appearance standards, a minimum of three complete uniforms are to be issued to all full time (40 hours) and two complete uniforms are to be issued to all part time security officers.
- h. Approved safety equipment when in manufacturing areas (safety glasses, bump caps, ear plugs, etc.) as required in various areas of the plant.
- i. Contractor shall provide, in addition to uniforms described above, for the Site Manager, 5 golf style shirts (with appropriate embroidered logos and name), and 5 Dockers style pants. These are to be worn most often at HMMA, to promote the team image and casual appearance prevalent at HMMA.

## **6. Conduct**

- a. General - The Contractor is responsible to ensure that all security officers carry out all duties that comply with Contract requirements. Example of non-compliance would include but is not limited to the following:
  1. Unacceptable appearance
  2. Neglect of duty to include sleeping, loafing, delays or failure to carry out assigned tasks, conducting personal affairs during official times.



3. Falsifying, concealing, removing, destroying, official documents and records and reports.
4. Disorderly conduct, use of abusive or offensive language, fighting, or any form of harassment.
5. Theft, vandalism, immoral conduct, or other criminal actions. (Intent to remove and unlawfully removing merchandise from the HMMA Foreign Trade Zone is also a federal crime carrying a fine or imprisonment or both.)
6. Selling, consuming, possession, or being under the influence of intoxicants, drugs, etc., while on duty.
7. Unauthorized use of HMMA equipment, unauthorized possession of weapons while on duty.
8. Leaving post without relief.

## **F. GENERAL DUTIES AND FUNCTIONS**

### **1. Security Officer Duties**

#### **a. Gate**

1. Controls access by screening incoming vehicles and persons to plant facilities (Issuing badges and vehicles permits to those authorized for entrance.)
2. Monitors fire, life safety and security systems and dispatches patrol security for response.
3. Enforces HMMA safety and security regulations.
4. Answers incoming phone calls and transfers to the appropriate employees
5. Performs administrative functions such as receiving and controlling outgoing mail, express packages, etc.
6. Prepares and submits written reports for any and all events, situations outside of normal operating conditions.
7. Controls motor carriers to include the review of shipping documents necessary for the controlled entry to and exit from HMMA.
8. Log, scan, key, and otherwise properly handle inbound material and parts arrival to HMMA.
9. Operating truck scale to include the reconciling of actual motor carrier weight to the claimed weight.

#### **b. Patrol – Rover and Relief**

1. Conduct hourly inspections of buildings, facilities, parking, etc.
2. Respond to and give aid and assistance in emergency situations to include securing the scene of an accident, putting out incipient fires, giving first aid, investigating alarms and suspicious circumstances, etc.

3. Initiate written reports for events, situations, and unusual conditions outside of normal operating conditions.
  4. Enforcing HMMA safety and security regulations.
  5. Issue Hot Work and Confined Space Permits
  6. Other security related activities as needed to include opening/closing buildings, parking control, raising/lowering flags, etc.
- c. Communication Officers:
1. Monitors fire, life safety and security systems and dispatches appropriate units for response.
  2. Answers emergency and non-emergency calls and dispatched appropriate units for response
  3. Acts as the center communication for all emergency dispatching of the site.
  4. Sounds appropriate build evacuation and take shelter tones during such events
  5. Monitors sever weather conditions
  6. Monitors CCTV monitors
  7. Performs access control status updates for badges.
  8. Initiate written reports for events, situations, and unusual conditions outside of normal operating conditions.

## **2. Mailroom Duties**

- a. Coordinate pick-up and delivery of mail at USPS facilities
- b. Coordinate distribution of mail packages, and freight throughout the plant.
- c. Coordinate processing of outbound shipments and deliveries via UPS, DHL, Federal express, and USPS.
- d. Coordinate processing of freight shipments including weighing, packaging, processing paperwork, and scheduling.

## **3. Shift Supervisor Duties**

- a. Lead by example for personal conduct and appearance!
- b. Review and evaluate all written reports submitted by security officers to ensure reports are correctly and properly completed.
- c. Inventory reports, forms, and equipment and reports to the designated persons any needed materials or inoperable equipment.
- d. Ensure all orders and instructions are understood and followed by security officers.
- e. Perform all other security officer duties in accordance with the particular shift specifications and assignments.
- f. Perform rover duties as needed throughout the shift.

- g. Respond to all emergency calls and support command structure as designed in the Emergency Response Plan

## G. FURNISHED MATERIALS

### 1. *HMMA shall furnish materials as follows:*

- a. Desk top computers.
- b. Guardhouses, offices, consoles, desks, and computer monitoring systems
- c. Utilities
- d. Telephones
- e. Building Keys
- f. Walkie-Talkie Radios
- g. Medical supplies for first aid response
- h. Fire extinguishers for incipient fire response
- i. Supervisor cell phones

### 2. *Contractor shall furnish materials as follows:*

- a. Uniforms to include weather gear
- b. Flashlights and batteries
- c. 1 Supervisor vehicle, 3 Patrol vehicles, 2 Relief golf carts, fuel, and maintenance.
  - c.1 Vehicles must be of the Hyundai manufacture nameplate.
- d. Other materials necessary or incidental to carry out the services described herein.

## H. VALIDITY OF QUOTED PRICES AND PRICING

- 1. All prices quoted shall, at a minimum, be valid for **24 months** after acceptance of the bid or start of the work whichever is later.
- 2. The contractor shall bear responsibility of payment of all wages, salaries, fringe benefits, and other forms of compensation or reimbursement and shall pay and report all payroll taxes payable as a result of work performed by its personnel.
- 3. The contractor shall also bear full responsibility for all wages and salary deductions, including but not limited to workers' compensation, State Unemployment Tax, Social Security Withholding tax, uniform expense, and training program expenses.
- 4. HMMA shall not be responsible for the payment of any overtime, vacation, or holiday pay. All of Contractor's anticipated costs for overtime, vacation, and holiday pay are already accounted for in the base hourly billing rates to HMMA



5. Contractor shall not bill HMMA for benefits and/or taxes in addition to the hourly Base rates. All of Contractor's anticipated costs for benefits and/or taxes are already accounted for in the base hourly billing rates to HMMA.
6. Contractor will be responsible for conducting its own labor relations and notify HMMA of any potential issues that arise therein.
7. The cost to repair any damages beyond normal wear and tear to any HMMA provided equipment shall be the responsibility of the Contractor, and invoices submitted will reflect a deduction of such amount.

## I. PAYMENT

1. Payment terms shall be Net 30.
2. Contractor shall furnish HMMA's authorized representative a daily summary of hours listing all services provided in a format acceptable to HMMA.
3. Contractor shall bill HMMA based on the monthly summary of services.
4. HMMA may be offered relief for each of the following occurrences:
  - 4.1 Failure to provide the number of security officers required for each post and each shift as specified in this statement of work.
  - 4.2 Failure to assign trained substitute security officers as replacements.
  - 4.3 Allowing a security officer to work in excess of twelve (12) hours in any twenty-four (24) hour period or more than forty-eight (48) hours in a work week without written consent of the HMMA authorized representative.
  - 4.4 Failure to produce documentation concerning pre-employment medical screening and investigation prior to assignment.
  - 4.5 Failure to assign a properly dressed security officer.
  - 4.6 Failure to train contractor's personnel by agreed upon dates.
  - 4.7 Failure to keep any vehicle in service at all times.
  - 4.8 Occurrence of billing discrepancy shortage that is not corrected within 7days.
  - 4.9 Failure to perform any of the requirements in the statement of work or position descriptions

Exhibit B  
FEE SCHEDULE

Description	Hourly Rate
Shift Supervisor	\$30.60
Communication Officer	\$22.30
Rover Officer	\$23.95
Building and Relief Officer	\$15.06
Gate 2 Turnstile Officer	\$15.06
Truck Gate 1 Officer	\$15.06
Truck Gate 3 Officer 1	\$15.06
Truck Gate 3 Officer 2	\$15.06
Main Entrance Officer	\$18.43
Entrance 4 Officer	\$15.06
Admin Door Officer	\$16.76
Admin Receptionist	\$16.76
Security & Admin Assistant	\$20.11
Training Center Officer	\$15.06
Mail Room	\$16.76

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